



DAF/TW

**PATENT**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of: Pang-Lun YANG

Serial No.: 10/716,068

Group No.:

Filed: November 18, 2003

Examiner:

For: PROCESSING FOR PATTERNING AN OPTICAL ELEMENT

Attorney Docket No.: U 014869-6

Mail Stop Petitions  
Commissioner for Patents  
P. O. Box 1450  
Alexandria, VA 22313-1450

Attention: Kenya A. McLaughlin  
Petitions Attorney  
Office of Petitions

**RENEWED PETITION UNDER 37 CFR 1.47**

In response to the DECISION REFUSING STATUS UNDER 37 CFR 1.47(b) and renewal of such petition on behalf of sole inventor Yang, who refuses to sign a Declaration, the applicant by proprietary interest provides herewith:

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**CERTIFICATE OF MAILING/TRANSMISSION (37 CFR 1.8a)**

I hereby certify that this correspondence is, on the date shown below, being:

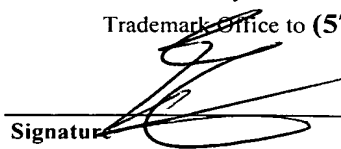
**MAILING**

- ☒ deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the Commissioner for Patents, P. O. Box 1450, Alexandria, VA 22313-1450

**FACSIMILE**

- ☐ transmitted by facsimile to the Patent and Trademark Office to (571) 273-8300

Date: March 19, 2007

Signature 

William R. Evans

(type or print name of person certifying)

1) a copy of an Employment Contract of inventor Yang with Benq Corporation, English translation thereof and Statement of Accuracy of the translation of record from another of the inventor's applications 10/747,379, now patented;

2) a copy of a Declaration with the title according to the Transmittal for the application attached to a copy of the specification filed for the application, the Declaration being signed for inventor Yang by Hermit Huang who, as Vice President & General manager of Benq Corporation, represents he is authorized to sign for Benq Corporation on Added Pages; and

3) a copy of a Statement of Facts showing the refusal of inventor Yang to sign a Declaration for the application.

The fee for the petition has been paid.

Respectfully submitted,



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William R. Evans  
c/o Ladas & Parry LLP  
26 West 61<sup>st</sup> Street  
New York, New York 10023  
Reg. No. 25858  
Tel. No. (212) 708-1930

# 聘僱合約書

立合約書人

甲方：明碁電通股份有限公司

乙方：楊 邦 倫

為聘僱事宜甲、乙雙方協議如下：

一、職等與職稱：

1. 乙方入職時所擔任之職等與職稱，及薪資數額，以甲方錄取通知為憑。

嗣後甲方得因業務之需求、乙方之能力或其他任何甲方認為適當之理由而加以調整。

2. 於任職期間內，甲方依其業務國際化發展及規劃之需求，得指派乙方至甲方所屬之國內、外（含大陸）子公司、分公司、相關據點或辦事處，或轉任其關係企業。乙方不得拒絕。

二、報酬之給付：

甲方按月於次月五日前給付薪資予乙方。

三、試用期間：

乙方之試用期間為三個月，試用通過之後，乙方才取得正式職員身份。惟於試用期間之中或期滿時，甲方得以其認定之因素或因乙方之違約行為或因未能勝任其所擔任之工作，得不經預告終止本合約。

四、服務基準：

1. 乙方應以善良管理人之注意義務，依甲方之指示，遵守甲方工作規則、內部規章及相關法令履行其義務；並以維護甲方之利益為第一優先，且不得從事不利於甲方或與甲方利益有衝突或有衝突之虞之行為、工作或活動。

2. 於任職期間未經甲方事前書面同意，乙方不得再為他人之受僱人、合夥人（包括隱名合夥）受任人、顧問或為其他與甲方公司利益衝突之行為、工作或活動。

3. 乙方同意離職二年內，非經甲方事前書面同意，不得為下列行為：

（1）在中華民國、大陸或美國境內，自己直接或間接經營或從事與甲方相同或類似行業。

（2）對任何為乙方所知或可得而知之甲方客戶者，兜攬生意，提供服務或予與配合或幫助。

五、使用合法電腦軟體及電子郵件：

乙方於任職期間，應使用合法之電腦軟體，如有違反，自負法律責任，因而致甲方受有損害，應對甲方負損害賠償。乙方應遵守甲方就其公司所建的網路使用環境或網路資源之相關管理規定，並同意甲方就個人電子郵件為監督。

六、忠誠義務

乙方同意於在職期間及離職後，除在職期間所必要者外，絕不複製、影印、告知、交付、洩密或提供第三人使用其於任職甲方期間所知悉或持有之一切營業秘密、文件、工作資料、資訊、數據、圖表或其他任何機密文件。

七、智慧財產權之歸屬：

乙方同意於任職期間：

1. 所有因職務上或與甲方業務有關所獲致完成之技術，包括概念、構想、改良、創作、研究、發明與專門技術、設計，以及相關之專利權，均屬甲方所有。
2. 乙方所獲致或完成技術以及相關之專利權雖與職務無關，惟乙方曾利用甲方之資源、設備，甲方有權以相同於乙方授權他人實施或使用之最優惠條件實施或利用該技術。
3. 所有因職務或與甲方業務有關或利用甲方之資源、設備所創作或完成之著作，其著作人均為甲方。

4. 所有因職務上或與甲方業務有關或利用甲方之資源、設備所設計或完成之商標權、營業秘密、積體電路電路佈局或其它智慧財產權，均屬甲方所有，且如其可登記或註冊者，均應登記或註冊為甲方所有。
5. 除甲方另有獎勵外，前述之創作、發明、著作、營業秘密或其他智慧財產權，甲方不另給報酬。

■ 八、保密約款：

1. 無論是否於任職期間或離職後，乙方對於甲方之機密資訊(例如：『極機密』、『機密』、『限閱』等同義字之資訊文件)、營業秘密、甲方對第三人負保密義務之資訊或第六條所述智慧財產權之內容(不論其是否可以書面為之或是否可申請專利或著作權)，負保密義務。
2. 乙方在職務上非經其前僱主或權利人之書面授權，絕不引用或使用任何專屬於其前僱主或第三人所擁有之機密資訊或營業秘密。如有違反，需對甲方負損害賠償之責。
3. 乙方之保密之義務，並不因本合約之終止而免除。

■ 九、合約終止：

1. 法律另有規定者外，乙方如欲終止本合約，應於十四天前以書面通知，向甲方為意思表示，並經甲方之同意。但乙方為B職等(含)以上或擔任主任級(含)以上之人員時，應於三十天前為之。
2. 不論係甲乙任一方終止本合約，在離職前乙方應依其現有職務，依甲方內部規章辦理移交程序；且不得就其辦理移交事項，向甲方請求報酬或其他費用。乙方如為工程人員，就其於任職期間所開發之技術、機密資料及其相關智慧財產權均應辦理移交，包括但不限於將其工作日誌、電腦內相關檔案及所有記載於書面文件及資料等退還甲方。
3. 合約終止後，在甲方書面通知之範圍內，乙方負有二年的就業禁止義務(乙方任職未滿二年，其就業禁止期間與乙方任職期間相同)乙方不得從事或經營或為他人受僱、或受聘或提供諮詢或以其他方式提供服務等。甲方得自乙方離職日起三個月內以書面通知乙方就業禁止之範圍。乙方違反此條款，甲方得申請強制執行，乙方並應賠償甲方懲罰性違約金，其金額以乙方違反時最近十二個月內所領受之薪資總額為準。
4. 乙方如為經理級以上主管，於離職一年內不得惡意挖角、教唆或慫恿甲方現職員工離職至乙方現所任職之新公司服務。
5. 因乙方違反或不履行本合約之義務，或其他可歸責於乙方之事由，或甲方認為適當之事由，甲方得終止本合約；如致甲方受有損害，以乙方違反時最近一年內所領受之薪資總額為計算損害賠償數額作為懲罰性的違約金。

■ 十、合意管轄：

因本合約所生之一切法律關係，雙方合意以臺灣桃園地方法院為第一審管轄法院。

■ 十一、其他：

1. 甲乙雙方同意就本合約有關聘僱事宜，取代以往之合約或口頭約定；但有關員工年資、福利等事項則以實際入職日為起算基準。(以下請依實際填寫之，如無，請寫上「以下空白」字樣)
2. 甲方之內部規章、工作規則及其他任何相關規定均視為本合約之一部分。



立合約書人

甲方：明碁電通股份有限公司

地址：桃園縣龜山鄉

人事

主管：

簽章

乙方：

楊書倫

身份證字號：5120051011

中華民國

90

年

09

月

19

日

# EMPLOYMENT CONTRACT

This contract is made between

Employer (refer to as A): Benq Corporation

Employee(refer to as B): Pang-Lun YANG

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For this employment, both sides agree on the following terms:

**I Position and Title:**

1. The position and title, and the salary of B, are based on the official notice of A. A will adjust the amount of salary of B in view of the business need, personal capability or any other reason deemed appropriate by A.
2. During the time of employment, B can not refuse to visit any location appointed by A based on the need of business or international development.

**II Salary Payment:**

A pay B the salary by the 5<sup>th</sup> monthly.

**III Trial Period:**

The period of time for trial will be three months. After the time for trial is passed, B becomes an official employee. During the time of trial, A has the right to terminate this contract without advance notice if B has any violation against this contract, being unable to fit in his position or any other reason deemed appropriate by A.

**IV Service Basis:**

1. B has the obligation to follow the instruction, rule and legal regulation of A and maintain A's benefit as first priority. B is not allowed to attend any activity that is harmful to A or in conflict with A's interest.
2. During the time of employment, B can not be employed by, associated with or cooperated with others, or be the consultant of others (including anonymously), or attend any activity for others that is harmful to A or in conflict with A's interest.
3. B agrees not to take any action as follows without A's advance written agreement within two years of leaving A's company:
  - (1) Directly or indirectly manage or participate any similar profession in ROC, PRC or USA.
  - (2) Provide service, assistance for or cooperation with any client of A's or being acquainted with because of A.

**V Use Legal Computer Software and E-mails:**

During the time of employment, B must use legal computer software. B must take full responsibility for any violation against this. B has to compensate A for any damage caused by such a violation. B must obey the network management regulation of A and agree to let A supervise his personal e-mails.

#### VI Loyal Obligation:

During the time of employment and after leaving A, B is not allowed to duplicate, copy, inform, deliver, reveal or provide anything B can get from work regarding trade secrets, documents, information, data, charts or anything confidential to A for any other person to use.

#### VII Intellectual Property Right's Belonging:

During the time of employment, B agrees with the following terms:

1. All the techniques relating to work B accomplished including concept, plan, idea, improvement, creation, research, development, design, special technique or patent right belong to A.
2. All the techniques not relating to work B accomplished by using the resource, facility, equipment of A, A is entitled to implement or use the techniques with the most favorable terms or equal rights to that B authorized others.
3. All the works B accomplished from work by using the resource, facility and equipment of A, the copyright of the work belong to A.
4. All the trademark rights, trade secrets, integrated circuit layout or any other intellectual property rights B designed or accomplished from work or by using the resource, facility and equipment of A belong to A. Whenever they are registered or being applied for registration, they should be registered under A's name.
5. Unless otherwise rewarded by A, aforesaid creations, inventions, works, trade secrets, or other intellectual property rights will not be rewarded by A.

#### VIII Confidential Terms:

1. During the time of employment and after leaving the company, B has obligation to keep the secrets of A's confidential information (such as the information or document shows any word synonym to "top secret", "confidential" or "restricted for reading only".), trade secret and the information that A has obligation to keep confidential for other persons, or the content of intellectual property right as described in terms VI (no matter in writing or applying for patent or copyright.).
2. B can never quote or use any confidential information or trade secrets of B's former employer or any other person without written agreement from them in B's work.
3. B's obligation of keeping secrets does not end with the termination of this contract.

#### IX Termination:

1. Unless otherwise stipulated by the law, if B wants to terminate this contract, he must notify A forty days in advance by written notice and get the consent of A. If B's position is above second degree (second degree included) or is an executive officer, the notification must be made thirty days in advance.
2. No matter which side terminates this contract, B must hand over whatever public properties and works for his position to another person in accordance to A's internal

regulations before leaving and can not claim reward or payment for the transferring. If B is a staff of engineering department, all the techniques, confidential information and the related intellectual property rights must be returned to A as well as but not limited to working journals, computer files and all the written documents and printed papers.

3. After the contract is terminated, within the terms of written notice of A, B is restrained from engaging in any profession, trade, or business of the related field or working for A's competitors in two years (If the time of employment is less than two years, the limitation of time should be the same as the time of employment,), A should send B a written notice regarding the terms of non-competition within three months from the date of B's leaving. If B violates this term, A is entitled to apply for execution by force that B should pay A penalty based on the total amount of salary paid within a year from the date of the violation to calculate the amount of compensation for the damage.
4. If B is the executive officer above the degree of manager, B is not allowed to lure away, instigate or incite A's employee(s) to leave A company to join the company B served after leaving A.
5. Any violation or breach of this contract by B, or any matter B is responsible for, or any reason deemed by A is appropriate, A can terminate this contract. If such a termination causes A any damage, B should pay A the penalty based on the total amount of salary paid within a year from the date of the violation to calculate the amount of compensation for the damage.

X Jurisdiction:

Both sides agree that the jurisdiction of this contract is Taoyuan District Court of Taiwan.

XI Others:

1. Both sides agree that this contract replaces any past contract or oral agreement. The qualification and benefit for employment is based on the actual date of arriving for the position. (The following space should be filled in the facts. If non, please put in the wording "the following space is blank")
2. Any internal rule, working regulation or other related law is regarding as part of this contract.

The following space is blank

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**This contract is made between**

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A: Benq Corporation Address: 157 Shan-Ying Road, Gueishan, Taoyuan 333, Taiwan, R.O.C. Signature or seal of the Executive of Personnel Affair Department	B:   ID No. J120051011
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Date: September 19, 2001

A91192/P2002-214US

Practitioner's Docket No. \_\_\_\_\_

*PATENT*

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Pang-Lun YANG  
Application No.: ~~10/717,379~~  
Filed: Dec. 29, 2003  
For: DIRECT BACK-LIGHT MODULE

Group No.:  
Examiner:

Commissioner for Patents  
P. O. Box 1450  
Alexandria, VA 22313-1450

STATEMENT OF ACCURACY OF A TRANSLATION  
37 C.F.R. SECTIONS 1.52(d), 1.55(a), 1.69)

I, the below named translator, hereby state that:

My name and post office address are as stated below;

That I am knowledgeable in the English language and in the language of the

☒ attached document

☐ below identified document

and I believe the attached English translation to be a true and complete translation of this document.

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CERTIFICATE OF MAILING/TRANSMISSION (37 C.F.R. SECTION 1.8(a))

I hereby certify that this correspondence is, on the date shown below, being:

MAILING

deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the Commissioner for Patents, P. O. Box 1450, Alexandria, VA 22313-1450.

FACSIMILE

transmitted by facsimile to the Patent and Trademark Office.

Date:

Signature

(type or print name of person certifying)

(Statement of Accuracy of Translation—page 1 of 2) 5-3



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*(identify attached or previously filed document)*

The document for which the attached English translation is being submitted is  
EMPLOYMENT CONTRACT

*(check and complete, if applicable)*

☐ This foreign language document was filed in the PTO on \_\_\_\_\_.

Date: July 15, 2004

Full name of the translator Min-Chen TU

Signature of the translator Min-Chen Tu

Post Office Address 9F, No.53, Sec.2, Nan-King E. Road, Taipei, Taiwan 104, R.O.C.



AY1178 /E2/P2002-211US

Practitioner's Docket No. \_\_\_\_\_

PATENT

Optional Customer No. Bar Code

\*00140\*

00140

PATENT TRADEMARK OFFICE

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COMBINED DECLARATION AND POWER OF ATTORNEY

(ORIGINAL, DESIGN, NATIONAL STAGE OF PCT, SUPPLEMENTAL, DIVISIONAL,  
CONTINUATION, OR C-I-P)

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As a below named inventor, I hereby declare that:

TYPE OF DECLARATION

This declaration is of the following type:

(check one applicable item below)

- ☒ original.  
☐ design.

NOTE: With the exception of a supplemental oath or declaration submitted in a reissue, a supplemental oath or declaration is not treated as an amendment under 37 C.F.R. 1.312 (Amendments after allowance), M.P.E.P. Section 714.16, 2<sup>nd</sup> Ed.

- ☐ supplemental.

NOTE: If the declaration is for an International Application being filed as a divisional, continuation or continuation-in-part application, do not check next item; check appropriate one of last three items.

- ☐ national stage of PCT.

NOTE: If one of the following 3 items apply, then complete and also attach ADDED PAGES FOR DIVISIONAL, CONTINUATION OR C-I-P.

NOTE: See 37 C.F.R. Section 1.63(d) (continued prosecution application) for use of a prior nonprovisional application declaration in the continuation or divisional application being filed on behalf of the same or fewer of the inventors named in the prior application.

- ☐ divisional.  
☐ continuation.

NOTE: Where an application discloses and claims subject matter not disclosed in the prior application, or a continuation or divisional application names an inventor not named in the prior application, a continuation-in-part application must be filed under 37 C.F.R. Section 1.53(b) (application filing requirements-nonprovisional application).

- ☐ continuation-in-part (C-I-P).

## INVENTORSHIP IDENTIFICATION

**WARNING:** *If the inventors are each not the inventors of all the claims, an explanation of the facts, including the ownership of all the claims at the time the last claimed invention was made, should be submitted.*

My residence, post office address and citizenship are as stated below, next to my name. I believe that I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter that is claimed, and for which a patent is sought on the invention entitled:

### TITLE OF INVENTION

PROCESSING METHOD FOR PATTERNING THE SURFACE OF AN OPTICAL ELEMENT

### SPECIFICATION IDENTIFICATION

The specification of which:

(complete (a), (b), or (c))

(a) ☒ is attached hereto.

**NOTE:** *"The following combinations of information supplied in an oath or declaration filed on the application filing date with a specification are acceptable as minimums for identifying a specification and compliance with any one of the items below will be accepted as complying with the identification requirement of 37 C.F.R. Section 1.63:*

*"(1) name of inventor(s), and reference to an attached specification which is both attached to the oath or declaration at the time of execution and submitted with the oath or declaration on filing;*

*"(2) name of inventor(s), and attorney docket number which was on the specification as filed; or*

*"(3) name of inventor(s), and title which was on the specification as filed."*

*Notice of July 13, 1995 (1177 O.G. 60).*

(b) ☐ was filed on \_\_\_\_\_, ☐ as Application No. \_\_\_\_\_  
☐ and was amended on \_\_\_\_\_ (if applicable).

**NOTE:** *Amendments filed after the original papers are deposited with the PTO that contain new matter are not accorded a filing date by being referred to in the declaration. Accordingly, the amendments involved are those filed with the application papers or, in the case of a supplemental declaration, are those amendments claiming matter not encompassed in the original statement of invention or claims. See 37 C.F.R. Section 1.67.*

**NOTE:** *"The following combinations of information supplied in an oath or declaration filed after the filing date are acceptable as minimums for identifying a specification and compliance with any one of the items below will be accepted as complying with the identification requirement of 37 C.F.R. Section 1.63:*

*(A) application number (consisting of the series code and the serial number, e.g., 08/123,456);*

*(B) serial number and filing date;*

*(C) attorney docket number which was on the specification as filed;*

*(D) title which was on the specification as filed and reference to an attached specification which is both attached to the oath or declaration at the time of execution and submitted with the oath or declaration; or*

*(E) title which was on the specification as filed and accompanied by a cover letter accurately identifying the application for which it was intended by either the application number (consisting of the series code and the serial number, e.g., 08/123,456), or serial number and filing date. Absent any statement(s) to the contrary, it will be presumed that the application filed in the PTO is the application which the inventor(s) executed by signing the oath or declaration.*

*M.P.E.P. • 601.01(a), 7th ed.*

(c) ☐ was described and claimed in PCT International Application No. \_\_\_\_\_  
 filed on \_\_\_\_\_ and as amended under PCT Article 19 on \_\_\_\_\_  
 \_\_\_\_\_ (if any).

#### SUPPLEMENTAL DECLARATION (37 C.F.R. Section 1.67(b))

(complete the following where a supplemental declaration is being submitted)

☐ I hereby declare that the subject matter of the

☐ attached amendment

☐ amendment filed on \_\_\_\_\_

was part of my/our invention and was invented before the filing date of the original application,  
 above identified, for such invention.

#### ACKNOWLEDGMENT OF REVIEW OF PAPERS AND DUTY OF CANDOR

I hereby state that I have reviewed and understand the contents of the above-identified  
 specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information, which is material to patentability as defined in  
 37, Code of Federal Regulations, Section 1.56,

(also check the following items, if desired)

☒ and which is material to the examination of this application, namely, information  
 where there is a substantial likelihood that a reasonable Examiner would consider it  
 important in deciding whether to allow the application to issue as a patent, and

☐ in compliance with this duty, there is attached an information disclosure  
 statement, in accordance with 37 C.F.R. Section 1.98.

#### PRIORITY CLAIM (35 U.S.C. Section 119(a)-(d))

NOTE: 37 C.F.R. §1.55 Claim for foreign priority:

"(a) An applicant in a nonprovisional application may claim the benefit of the filing date of one or more  
 prior foreign applications under the conditions specified in 35 U.S.C. 119(a) through (d) and (f), 172, and  
 365(a) and (b).

(1)(i) In a nonprovisional application filed under 35 U.S.C. 111(a), the claim for priority must be  
 presented during the pendency of the application, and within the later of four months from the  
 actual filing date of the application or sixteen months from the filing date of the prior foreign  
 application. This time period is not extendable. The claim must identify the foreign application  
 for which priority is claimed, as well as any foreign application for the same subject matter and  
 having a filing date before that of the application for which priority is claimed, by specifying the  
 application number, country (or intellectual property authority), day, month, and year of its  
 filing. The time period in this paragraph does not apply to an application for a design patent.

(ii) In an application that entered the national stage from an international application  
 after compliance with 35 U.S.C. 371, the claim for priority must be made during the  
 pendency of the application and within the time limits set forth in the PCT and the  
 Regulations under the PCT."

A91175/台經 P2002-2111US

(2) The claim for priority and the certified copy of the foreign application specified in 35 U.S.C. 119(b) or PCT Rule 17 must, in any event, be filed before the patent is granted. If the claim for priority or the certified copy of the foreign application is filed after the date the issue fee is paid, it must be accompanied by the processing fee set forth in § 1.17(i), but the patent will not include the priority claim unless corrected by a certificate of correction under 35 U.S.C. 255 and § 1.323.

I hereby claim foreign priority benefits under Title 35, United States Code, Section 119(a)-(d) of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed.

(complete (d) or (e))

- (d) ☐ no such applications have been filed.  
 (e) ☒ such applications have been filed as follows.

NOTE: Where item (e) is entered above and the International Application which designated the U.S. itself claimed priority check item (e), enter the details below and make the priority claim.

**PRIOR FOREIGN/PCT APPLICATION(S) FILED WITHIN 12 MONTHS  
 (6 MONTHS FOR DESIGN) PRIOR TO THIS APPLICATION  
 AND ANY PRIORITY CLAIMS UNDER 35 U.S.C. SECTION 119(a)-(d)**

COUNTRY (OR INDICATE IF PCT)	APPLICATION NUMBER	DATE OF FILING DAY, MONTH, YEAR	PRIORITY CLAIMED UNDER 35 USC 119
Taiwan, R.O.C.	91134116	22/11/2002	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

**CLAIM FOR BENEFIT OF PRIOR U.S. PROVISIONAL APPLICATION(S)  
 (35 U.S.C. Section 119(e))**

NOTE: 35 U.S.C. 119(e)(1) requires that a nonprovisional application be filed within twelve months of the filing date of the provisional application for the nonprovisional application to claim the benefit of the filing date of the provisional application. Under 35 U.S.C. 21(b) and 119(e)(3), if this twelve-month period expires on a non-business day, it is extended to expire on the next business day.

I hereby claim the benefit under Title 35, United States Code, Section 119(e) of any United States provisional application(s) listed below:

PROVISIONAL APPLICATION NUMBER

/ \_\_\_\_\_  
/ \_\_\_\_\_  
/ \_\_\_\_\_

FILING DATE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CLAIM FOR BENEFIT OF EARLIER U.S./PCT APPLICATION(S)  
UNDER 35 U.S.C. SECTION 120**

[ ] The claim for the benefit of any such applications are set forth in the attached ADDED PAGES TO COMBINED DECLARATION AND POWER OF ATTORNEY FOR DIVISIONAL, CONTINUATION OR CONTINUATION-IN-PART (C-I-P) APPLICATION.

**ALL FOREIGN APPLICATION(S), IF ANY, FILED MORE THAN 12 MONTHS  
(6 MONTHS FOR DESIGN) PRIOR TO THIS U.S. APPLICATION**

*NOTE: If the application filed more than 12 months from the filing date of this application is a PCT filing forming the basis for this application entering the United States as (1) the national stage, or (2) a continuation, divisional, or continuation-in-part, then also complete ADDED PAGES TO COMBINED DECLARATION AND POWER OF ATTORNEY FOR DIVISIONAL, CONTINUATION OR C-I-P APPLICATION for benefit of the prior U.S. or PCT application(s) under 35 U.S.C. Section 120.*

SEND CORRESPONDENCE TO

**Ladas & Parry  
26 West 61<sup>st</sup> Street  
New York, N.Y. 10023**

DIRECT TELEPHONE CALLS TO:  
(Name and telephone number)

---

*(complete the following if applicable)*

Since this filing is a [ ] continuation [ ] divisional there is attached hereto a Change of Correspondence Address so that there will be no question as to where the PTO should direct all correspondence.

**DECLARATION**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

## SIGNATURE(S)

NOTE: Carefully indicate the family (or last) name, as it should appear on the filing receipt and all other document.

NOTE: Each inventor must be identified by full name, including the family name, and at least one given name without abbreviation together with any other given name or initial, and by his/her residence, post office address and country of citizenship. 37 C.F.R. Section 1.63(a)(3).

NOTE: Inventors may execute separate declarations/oaths provided each declaration/oath sets forth all the inventors. Section 1.63(a)(3) requires that a declaration/oath, inter alia, identify each inventor and prohibits the execution of separate declarations/oaths which each sets forth only the name of the executing inventor. 62 Fed. Reg. 53,131, 53,142, October 10, 1997.

## Full name of sole or first inventor

Pang-Lun \_\_\_\_\_ YANG  
 (Given Name) (Middle Initial or Name) Family (Or Last Name)  
 Inventor's signature (X) Hermio Huang for Pang-Lun Yang  
 Date (X) 11/12/03 Country of Citizenship Taiwan, R.O.C.  
 Residence 3F-2, No.2, Lane 71, Szu Wei Road, Wu Chi Chen, Taichung Hsien, Taiwan, R.O.C.  
 Post Office Address THE SAME AS RESIDENCE ADDRESS

## Full name of second joint inventor, if any

\_\_\_\_\_  
 (Given Name) (Middle Initial or Name) Family (Or Last Name)  
 Inventor's signature \_\_\_\_\_  
 Date \_\_\_\_\_ Country of Citizenship \_\_\_\_\_  
 Residence \_\_\_\_\_  
 Post Office Address \_\_\_\_\_

## Full name of third joint inventor, if any

\_\_\_\_\_  
 (Given Name) (Middle Initial or Name) Family (Or Last Name)  
 Inventor's signature \_\_\_\_\_  
 Date \_\_\_\_\_ Country of Citizenship \_\_\_\_\_  
 Residence \_\_\_\_\_  
 Post Office Address \_\_\_\_\_

*(check proper box(es) for any of the following added page(s)  
that form a part of this declaration)*

☐ Signature for fourth and subsequent joint inventors. *Number of pages added* \_\_\_\_\_

\* \* \*

☐ Signature by administrator(trix), executor(trix) or legal representative for deceased or incapacitated inventor. *Number of pages added* \_\_\_\_\_

\* \* \*

☐ Signature for inventor who refuses to sign or cannot be reached by person authorized under 37 C.F.R. Section 1.47. *Number of pages added* \_\_\_\_\_

\* \* \*

☐ Added page for signature by one joint inventor on behalf of deceased inventor(s) where legal representative cannot be appointed in time. (37 C.F.R. Section 1.47)

\* \* \*

☐ Added pages to combined declaration and power of attorney for divisional, continuation, or continuation-in-part (C-I-P) application.

☐ Number of pages added \_\_\_\_\_

\* \* \*

☐ Authorization of practitioner(s) to accept and follow instructions from representative.

*(If no further pages form a part of this Declaration,  
then end this Declaration with this page and check the following item)*

☒ This declaration ends with this page.



Practitioner's Docket No. \_\_\_\_\_

**ADDED PAGES TO COMBINED DECLARATION AND POWER OF ATTORNEY  
FOR SIGNATURE BY PERSON WITH SUFFICIENT PROPRIETARY INTEREST ON  
BEHALF OF NONSIGNING INVENTOR(S) WHO REFUSE(S) TO SIGN OR CANNOT  
BE REACHED (37 CFR 1.47(b))**

I, Hermi HUANG

*(type or print name of person (entity) with sufficient proprietary interest or authorized to act on behalf of such person (entity))*

hereby declare that:

I. I am a citizen of Taiwan, R.O.C.

Residing at 157 Shan-Ying Road, Gueishan, Taoyuan 333, Taiwan, R.O.C.

II. I

☐ am a person with sufficient proprietary interest.

☒ am authorized by the following person or juristic entity with sufficient proprietary interest.

*(complete the following information, if applicable):*

Benq Corporation

Name of assignee or entity having sufficient proprietary interest

157 Shan-Ying Road, Gueishan, Taoyuan 333, Taiwan, R.O.C.

Address of assignee or entity having sufficient proprietary interest

Vice President & General Manager

Title of person executing this declaration and authorized to sign on behalf of assignee or entity having sufficient proprietary interest

III. By virtue of this proprietary interest, I sign this declaration on behalf of, and as agent for:

Full name of (first, second, etc.) Pang-Lun YANG

nonsigning inventor

who

☐ refuses to sign.

☒ cannot be found or reached.

*NOTE: The name of the nonsigning inventor(s) should preferably also be inserted at the appropriate prior space in the declaration, adding the words "nonsigning inventor-completed on added page."*

Taiwan, R.O.C.

Country of Citizenship of nonsigning inventor

3F-2, No.2, Lane 71, Szu Wei Road, Wu Chi Chen, Taichung Hsien, Taiwan, R.O.C.

Last known address of nonsigning inventor

*NOTE: Ordinarily, the last known address will be the last known residence of the nonsigning inventor(s). Other addresses at which the nonsigning inventor(s) may be reached should also be given (and these can best be given in the Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor). MPEP §409.03(e)*

IV. Upon information and belief, I aver those facts that the inventor is required to state. 37 CFR 1.64(b).

V. Accompanying this declaration is:

(1) A STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF ON NONSIGNING INVENTOR.

(2) A STATEMENT ESTABLISHING PROPRIETARY INTEREST BY PERSON SIGNING ON BEHALF OF NONSIGNING INVENTOR.

to establish the proof of pertinent facts, and to show that such action is necessary to preserve the rights of the parties or to prevent irreparable damage, and

*NOTE: Proof that such action is necessary to preserve the right of the parties or prevent irreparable damage may be made in either one of the above declarations by person having first-hand knowledge.*

(3) THE PETITION FEE OF \$ 130.00 (37 C.F.R. 1.17(i)).

Date: ☒ 11/12/03

☒ Hermi Huang  
Signature of person with sufficient proprietary interest  
of authorized to act on behalf of such person or entity

Practitioner's Docket No. \_\_\_\_\_

PATENT

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Pang-Lun YANG

For: PROCESSING METHOD FOR PATTERNING THE SURFACE OF AN OPTICAL ELEMENT

(check and complete (a), (b), (c))

the specification of which:

- (a) ☒ is attached hereto.
- (b) ☐ was filed on \_\_\_\_\_, as Application No. \_\_\_\_\_ and was amended on \_\_\_\_\_ (if applicable).
- (c) ☐ was described and claimed in International Application No. \_\_\_\_\_, filed on \_\_\_\_\_ and as amended on \_\_\_\_\_ (if any).

STATEMENT OF FACTS IN SUPPORT OF FILING  
ON BEHALF OF NONSIGNING INVENTOR (37 CFR 1.47)

**NOTE:** This statement as to the pertinent facts concerning the refusal of the nonsigning inventor to join in the application or where the nonsigning inventor cannot be reached must accompany the declaration signed on behalf of the nonsigning inventor by a joint inventor or by a legal representative who shows a proprietary interest. Where the entity with a proprietary interest executes the declaration on behalf of the nonsigning inventor there must also be a showing that such action is necessary to preserve the rights of the parties or to prevent irreparable damage. 37 C.F.R. 1.47(a) and (b).

This statement is made as to the exact facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the nonsigning inventor for the above identified patent application before deposit thereof in the Patent and Trademark Office.

(check next item, if applicable)

- ☒ Because signing on behalf of the nonsigning inventor is by a person or entity showing a sufficient proprietary interest, this statement also recites facts as why this action was necessary to preserve the rights of the parties or to prevent irreparable damage.

This statement is being made by the available person having first-hand knowledge of the facts recited therein.

**NOTE:** The statement "must be signed, where at all possible, by a person having first-hand knowledge of the facts recited therein". MPEP § 409.03(d). If different persons have first-hand knowledge of different facts, then a declaration from each person as to those facts he or she knows should be submitted separately.

**NOTE:** Copies of documentary evidence; such as certified mail return receipt, cover letter of instructions, telegrams, etc. that support a finding that the nonsigning inventor could not be reached should be made part of the affidavit or declaration. It is important that the affidavit or declaration contain statement of fact as opposed to conclusions. M.P.E.P. § 409.03(d), 7<sup>th</sup> ed.

**IDENTIFICATION OF PERSON MAKING THIS STATEMENT OF FACTS**

Yu Hui Sung

Name of person making statement

157 Shan-Ying Road, Gueishan, Taoyuan 333, Taiwan, R.O.C. -

Address of person making statement

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**EFFORTS DURING CONVENTION YEAR TO PREPARE APPLICATION AND OBTAIN  
INVENTOR'S SIGNATURE**

**NOTE:** *In cases where priority under 35 U.S.C. § 119 is to be claimed, the 37 C.F.R. § 1.47 application should explain what efforts, if any were made during the Convention year to prepare the application and obtain the inventor's signature thereon. The period allowed by the Convention year should "be sufficient for the preparation and deposit of an application... in the form required by the rules"... Accordingly, 37 CFR. 1.47 may not be used "to save the parties from the consequences of their delay." M.P.E.P. § 409.03(d), 7<sup>th</sup> ed.*

*(use Supplemental Page(s) if necessary)*

**LAST KNOWN ADDRESS OF THE NONSIGNING INVENTOR**

*NOTE: The last known address by the nonsigning inventor must be stated so that the PTO can forward the notice of filing of the application to the nonsigning inventor at said address. (37 C.F.R. § 1.47). A post office box is insufficient. M.P.E.P. § 409.03(e), 6<sup>th</sup> ed.*

Pang-Lun YANG

Full name of nonsigning inventor

3F-2, No.2, Lane 71, Szu Wei Road, Wu Chi Chen, Taichung Hsien, Taiwan, R.O.C.

Last known address of nonsigning inventor

*NOTE: Ordinarily, the last known address will be the last known address of the nonsigning inventor, but other addresses at which the nonsigning inventor may be reached should also be given in the space below. M.P.E.P. § 409.03(e), 6<sup>th</sup> ed.*

**DETAILS OF EFFORTS TO REACH NONSIGNING INVENTOR**

**NOTE:** *Complete either these facts or the facts as to REFUSAL OF NONSIGNING INVENTOR TO SIGN APPLICATION PAPERS..*

**NOTE:** *In addition to a recitation of these efforts, which must have been made before the application was deposited in PTO. Copies of documentary evidence such as letters, telegrams, responses, etc. that support a finding that a nonsigning inventor could not be found or reached should, if applicable, be made part of the declaration. It is important that the affidavit or declaration contain statement of fact as opposed to M.P.E.P. § 409.03(d, 7<sup>th</sup> ed. conclusions.*

*(use Supplemental Page(s) if necessary)*

**DETAILS OF REFUSAL OF NONSIGNING INVENTOR  
TO SIGN APPLICATION PAPERS**

*NOTE: Complete either these facts as to DETAILS OF EFFORTS TO REACH NONSIGNING INVENTOR..*

*NOTE: The circumstances of this refusal be specified by the person to whom the refusal was made and, before a refusal can be alleged, it must be demonstrated that a bona fide attempt was made to present a copy of the application papers (specification, including claims, drawings and declaration) to the nonsigning inventor for signature. A copy of the application papers should be sent to the last known address of the nonsigning inventor's attorney. The item and place of an oral refusal should be stated, or a copy of the written refusal should be attached.*

*If it is the conduct as a whole of the nonsigning inventor that is the refusal, then all the facts upon which this conclusion is based should be stated and a copy of any documentary evidence supporting these facts should be attached.*

*Where there is an express oral refusal, that fact along with the time and place of the refusal must be stated in the affidavit or declaration. When there is an express written refusal, a copy of the documentary evidencing that refusal must be made part of the affidavit or declaration.*

*Whenever the nonsigning inventor gives a reason for refusing to sign the application papers, that reason should be stated. MPEP § 409.03(d), 7<sup>th</sup> ed.*

I REACHED PANG-LUN YANG VIA TELEPHONE ON OCTOBER 16, 2003. DURING THIS CONVERSATION, HOWEVER, HE TOLD ME THAT HE WAS NO LONGER AN EMPLOYEE OF BENQ CORPORATION, AND AS SUCH HE REFUSED TO SIGN ANY DECLARATION OF HIS PENDING PATENT APPLICATIONS ASSIGNED TO BENQ CORPORATION.

*(use Supplemental Page(s) if necessary)*



**PROOF OF NEED TO PREVENT IRREPARABLE DAMAGE  
OR PRESERVE THE RIGHTS OF THE PARTIES**

**NOTE:** *This proof must be presented where the declaration is signed by a person with sufficient proprietary interest for the nonsigning inventor (37 CFR 1.47 (b)), but is not a requirement when the person signing for the nonsigning inventor is a joint inventor. (37 CFR 1.47 (a))*

*If a statutory bar is involved, the act or publication which is believed to constitute the bar should be identified. If a claim for priority is involved, the prior application or applications should be identified.*

*A diligent effort to prepare the application and obtain the inventor's signature thereon must be made, even if the application is being filed to avoid a bar or to claim priority. MPEP § 409.03(g), 7<sup>th</sup> ed.*

*Irreparable damage may be established by showing that a filing date is necessary to (1) avoid a statutory bar or (2) make a claim for priority, which should identify the prior application(s) involved.*

*Preservation of the rights of the parties may be demonstrated by a showing that the nonsigning inventor may reasonably be expected to enter into competition with the person having a proprietary interest and signing on behalf of the nonsigning inventor or that a firm plan for commercialization of the subject matter of the application has been adopted.*

*MPEP § 409.03(g), 7<sup>th</sup> ed.*

*(if this proof is not needed and not being presented,  
then draw a line through this page of the form.)*

*(use Supplemental Page(s) if necessary)*

Date: (X) 2003/11/12

(X) Yil Hui Sung  
Signature of person making statement

☐ Plus \_\_\_\_\_ Added Page(s)